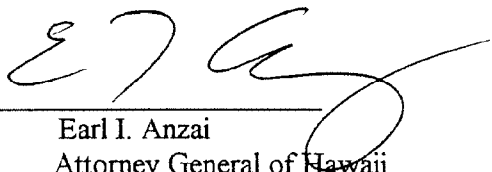


Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL EARL I. ANZAI  
ATTORNEY GENERAL OF HAWAII

By:   
Name Earl I. Anzai  
Title Attorney General of Hawaii  
Address 425 Queen Street  
Honolulu, Hawaii 96813  
Phone: (808) 586-1500

Settlement Agreement between Plaintiff States and SST Corporation

ALAN G. LANCE  
ATTORNEY GENERAL  
STATE OF IDAHO

  
\_\_\_\_\_  
BRETT T. DeLANGE (ISB No. 3628)

Deputy Attorney General  
Consumer Protection Unit  
Office of the Attorney General  
Len B. Jordan Building  
650 W. State St., Lower Level  
P. O. Box 83720  
Boise, Idaho 83720-0010  
Telephone: (208) 334-2424  
FAX: (208) 334-2830  
bdelange@ag.state.id.us


Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL JIM RYAN  
ATTORNEY GENERAL OF THE STATE OF ILLINOIS

By: Christine H. Rosso

Christine H. Rosso  
Chief, Public Interest Division  
100 W. Randolph Street, 13<sup>th</sup> Floor  
Chicago, Illinois 60601  
312-814-5610

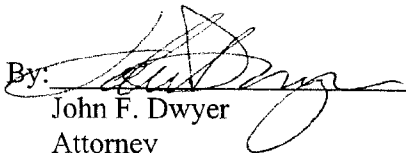
Settlement agreement between plaintiff states and SST Corporation.



Stephen Carter  
Attorney General of Indiana

Settlement Agreement between Plaintiff States  
and SST Corporation.

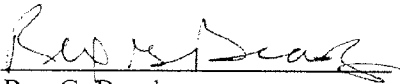
ATTORNEY GENERAL THOMAS J. MILLER  
ATTORNEY GENERAL OF IOWA

By: 

John F. Dwyer  
Attorney  
Iowa Dept. of Justice  
310 Maple Street  
Des Moines, Iowa 50319  
Tel: (515) 281-8414

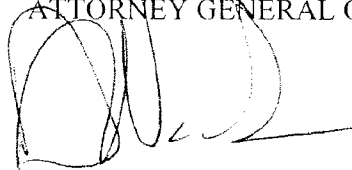
Settlement Agreement between Plaintiff States and SST Corporation.

OFFICE OF THE ATTORNEY GENERAL  
CARLA J. STOVALL

By 

Rex G. Beasley  
Assistant Attorney General  
120 S.W. 10<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Topeka, Kansas 66612-1597  
(785) 296-3751

ALBERT B. CHANDLER III  
ATTORNEY GENERAL OF KENTUCKY

A handwritten signature in black ink, appearing to read 'David R. Vandeventer', is written over the printed name.

David R. Vandeventer  
Assistant Attorney General  
1024 Capitol Center Drive  
Frankfort, KY 40601



RICHARD P. IEYOUNG  
ATTORNEY GENERAL

State of Louisiana  
DEPARTMENT OF JUSTICE  
PUBLIC PROTECTION DIVISION  
Baton Rouge  
70825

ONE AMERICAN PLACE  
301 MAIN ST., SUITE 1250  
TELEPHONE (225) 342-7900  
FAX (225) 342-7901


RICHARD P. IEYOUNG  
ATTORNEY GENERAL OF LOUISIANA

BY: Jane Bishop Johnson  
Jane Bishop Johnson  
Assistant Attorney General  
Louisiana Department of Justice  
301 Main Street, Suite 1250  
Baton Rouge, LA 70801  
(225) 342 2754




Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL G. STEVEN ROWE  
ATTORNEY GENERAL OF MAINE

By:   
Francis Ackerman  
Assistant Attorney General  
6 State House Station  
Augusta, Maine 04333  
207/626-8800

Settlement Agreement between Plaintiff States and SST Corporation.

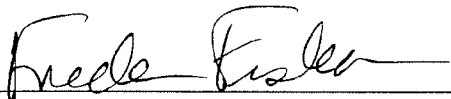
J. JOSEPH CURRAN, JR.  
ATTORNEY GENERAL OF MARYLAND

  
ELLEN S. COOPER  
Chief, Antitrust Division

MEREDYTH SMITH ANDRUS  
Assistant Attorney General  
Office of the Attorney General  
Antitrust Division  
200 St. Paul Place  
Baltimore, MD 21202  
410-576-6470


Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL THOMAS F. REILLY  
COMMONWEALTH OF MASSACHUSETTS

By:   
Freda Fishman  
Chief, Consumer Protection & Antitrust Division  
One Ashburton Place  
Boston, MA 02108  
(617) 727-2200

STATE OF MICHIGAN

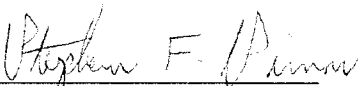
JENNIFER M. GRANHOLM  
ATTORNEY GENERAL

A handwritten signature in black ink that reads "Paul F. Novak". The signature is written in a cursive style with a horizontal line underneath the name.

Paul F. Novak  
Assistant Attorney General  
Consumer Protection Division  
Antitrust and Franchise Section  
670 G. Mennen Williams Building  
525 W. Ottawa Street  
P.O. Box 30213  
Lansing, Michigan 48913  
(517) 373-7117

Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL MIKE HATCH  
ATTORNEY GENERAL OF MINNESOTA\_\_

By:   
STEPHEN F. SIMON  
Assistant Attorney General  
445 Minnesota Street, Suite 1200  
St. Paul, MN 55101-2130  
(651) 296-6468

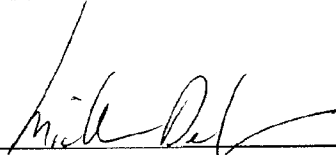
Settlement Agreement between Plaintiff States and SST Corp.

ATTORNEY GENERAL MIKE MOORE  
ATTORNEY GENERAL OF MISSISSIPPI

By: T. Hunt Cole, Jr.  
T. Hunt Cole, Jr.  
Special Assistant Attorney General  
Civil Litigation Division  
P. O. Box 220  
Jackson, MS 39205  
(601) 359-3680

Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL JEREMIAH W. (JAY) NIXON  
ATTORNEY GENERAL OF MISSOURI

A handwritten signature in black ink, appearing to read "Michael Delaney", is written over a horizontal line.

Michael J. Delaney, #49597  
Assistant Attorney General  
Wainwright State Office Building  
111 North Seventh Street , Suite 204  
St. Louis, MO 63101  
PHO: (314) 340-6816

Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL MIKE MCGRATH  
ATTORNEY GENERAL OF MONTANA

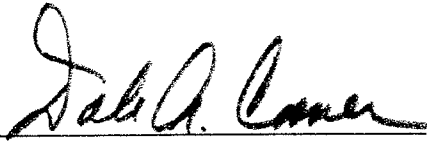
By: 

MIKE MCGRATH  
Montana Attorney General  
Justice Building  
215 North Sanders  
P.O. Box 201401  
Helena, MT 59620-1401  
(406) 444-2026



Settlement Agreement between Plaintiff States and SST Corporation.

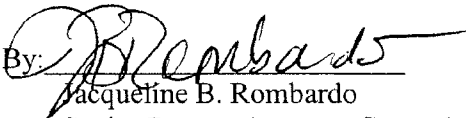
Attorney General Don Stenberg  
Attorney General of the State of Nebraska

A handwritten signature in black ink, appearing to read "Dale A. Comer", is written over a horizontal line.

Dale A. Comer, NBA # 15365  
Assistant Attorney General  
Chief, Legal Services Section  
Nebraska Department of Justice  
2115 State Capitol  
Lincoln, NE 68509  
Tel: (402) 471-2682  
Fax: (402) 471-3835

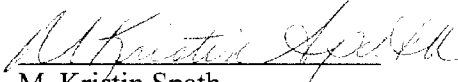
Settlement Agreement between Plaintiff States and SST Corporation.

FRANKIE SUE DEL PAPA  
ATTORNEY GENERAL OF NEVADA

By:   
Jacqueline B. Rombardo  
Senior Deputy Attorney General  
Nevada Bar #6799  
1000 E. William Street, Suite 209  
Carson City, NV 89701-3117  
Telephone: (775) 687-6300, Ext. 239

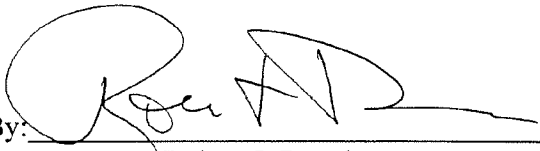
Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL PHILIP T. MCLAUGHLIN  
ATTORNEY GENERAL NEW HAMPSHIRE

By:   
M. Kristin Spath  
Senior Assistant Attorney General  
33 Capitol Street  
Concord, New Hampshire 03301  
603-271-3643

Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL JOHN J. FARMER, JR.  
ATTORNEY GENERAL OF THE STATE OF  
NEW JERSEY

By:   
Robert J. Donaher

Name: Robert J. Donaher  
Title: Deputy Attorney General  
Address: CN 085, Trenton, NJ 08628  
Phone: (609) 984-1034

Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL PATRICIA A. MADRID  
ATTORNEY GENERAL OF NEW MEXICO

By: 

Glenn R. Smith


Special Counsel to the Attorney General  
6301 Indian School Rd. N.E., Suite 400  
Albuquerque, New Mexico 87110  
(505) 841-8098

Settlement Agreement between Plaintiff States and SST Corporation.

Date: December 21, 2000  
New York, NY

ELIOT SPITZER  
Attorney General of the  
State of New York

HARRY FIRST  
Chief, Antitrust Bureau

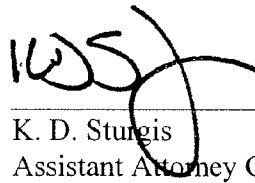
By:   
ROBERT L. HUBBARD  
Assistant Attorney General  
Director of Litigation, Antitrust Bureau  
120 Broadway  
New York, NY 10271

Of Counsel  
John A. Ioannou  
Assistant Attorney General  
Antitrust Bureau

Settlement Agreement between Plaintiff States and SST Corporation.

ROY COOPER  
ATTORNEY GENERAL OF NORTH CAROLINA

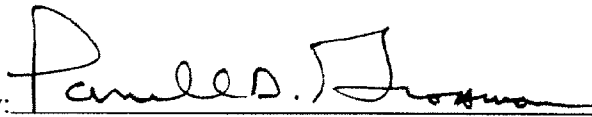
By:

A handwritten signature in black ink, appearing to read 'K. D. Sturgis', is written over a horizontal line.

K. D. Sturgis  
Assistant Attorney General  
N.C. State Bar No. 9486  
North Carolina Department of Justice  
Post Office Box 629  
Raleigh, NC 27602  
Telephone: 919/716.6000

Settlement Agreement between Plaintiff States and SST Corporation.

STATE OF NORTH DAKOTA  
WAYNE STENEHJEM  
ATTORNEY GENERAL

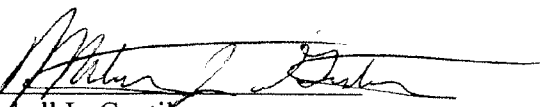
By: 

Parrell D. Grossman, ID No. 04684  
Assistant Attorney General  
Director, Consumer Protection &  
Antitrust Div.  
Office of Attorney General  
600 E Boulevard Ave Dept. 125  
Bismarck, ND 58505-0040  
(701) 328-2811




Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL BETTY D. MONTGOMERY  
ATTORNEY GENERAL OF OHIO

By:   
Mitchell L. Gentile  
Principal Attorney  
Doreen C. Johnson  
Chief, Antitrust Section  
140 E. Town St., 12<sup>th</sup> Floor  
Columbus, OH 43215  
Phone: 614-466-4328


Settlement Agreement between Plaintiff States and SST Corporation.

W.A. DREW EDMONDSON  
ATTORNEY GENERAL OF OKLAHOMA

By:   
\_\_\_\_\_  
Thomas A. Bates  
Assistant Attorney General  
4545 N. Lincoln Blvd., Suite 260  
Oklahoma City, OK. 73105  
405-522-1013

Settlement Agreement between Plaintiff States and SST Corporation.

HARDY MYERS  
ATTORNEY GENERAL OF OREGON

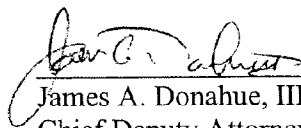
By:   
Name: Andrew E. Aubertine, OSB# 83013  
Title : Assistant Attorney General  
Address: Oregon Department of Justice  
1162 Court Street NE  
Salem, OR 97301-4096  
Phone: (503) 378-4732

Settlement Agreement between Plaintiff States and SST Corporation.

COMMONWEALTH OF PENNSYLVANIA

**D. MICHAEL FISHER**  
ATTORNEY GENERAL

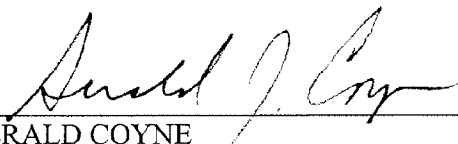
By:

  
James A. Donahue, III  
Chief Deputy Attorney General  
Antitrust Section


Joseph S. Betsko  
Tracy W. Wertz  
Deputy Attorneys General  
Antitrust Section  
Office of Attorney General  
14<sup>th</sup> Floor, Strawberry Square  
Harrisburg, PA 17120  
(717) 787-4530

Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL SHELDON WHITEHOUSE  
ATTORNEY GENERAL OF RHODE ISLAND

By:   
GERALD COYNE  
Deputy Attorney General  
150 South Main Street, Providence, R.I. 02903  
(401) 274-4400


CHARLIE CONDON  
Attorney General of South Carolina

BY:   
C. HAVIRD JONES, JR.  
Senior Assistant Attorney General

P. O. Box 11549  
Columbia, SC 29211  
(803) 734-3680

Settlement Agreement between Plaintiff States and SST  
Corporation.

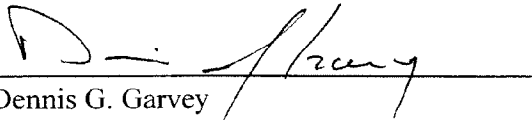
ATTORNEY GENERAL MARK BARNETT  
ATTORNEY GENERAL OF SOUTH DAKOTA

By:   
Name: Jeffrey P. Hallem  
Title: Assistant Attorney General  
Address: Office of Attorney General  
500 East Capitol Avenue  
Pierre, SD 57501-5070  
Telephone: (605) 773-3215

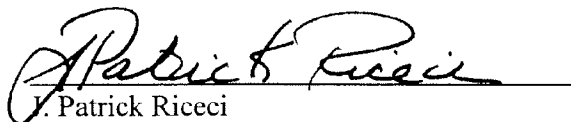
STATE OF TENNESSEE  
PAUL G. SUMMERS  
Attorney General and Reporter

A handwritten signature in black ink, appearing to read "Paul G. Summers", written over a horizontal line.

Paul G. Summers

A handwritten signature in black ink, appearing to read "Dennis G. Garvey", written over a horizontal line.

Dennis G. Garvey  
Deputy Attorney General  
Antitrust Division

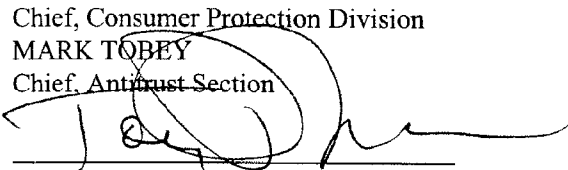
A handwritten signature in black ink, appearing to read "J. Patrick Riceci", written over a horizontal line.

J. Patrick Riceci  
Assistant Attorney General  
Antitrust Division  
425 th Avenue North  
Nashville, Tennessee 37243  
(615) 741-3694



**Settlement Agreement between Plaintiff States and SST Corporation**

JOHN CORNYN  
Attorney General of Texas  
ANDY TAYLOR  
First Assistant Attorney General  
JEFFREY S. BOYD  
Deputy Attorney General for Litigation  
DAVID A. TALBOT, JR.  
Chief, Consumer Protection Division  
MARK TOBEY  
Chief, Antitrust Section

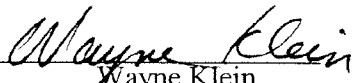


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JOHN T. PRUD'HOMME, JR.  
Assistant Attorney General  
300 W. 15<sup>th</sup> Street, 9<sup>th</sup> Floor  
Austin, TX 78711  
(512) 463-2185

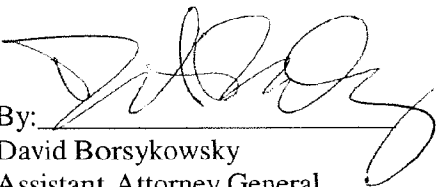
Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL MARK L. SHURTLEFF  
ATTORNEY GENERAL OF UTAH

By:   
Name ~~Wayne Klein~~  
Title Assistant Attorney General  
Address 160 East 300 South, 5<sup>th</sup> Floor  
Box 140872  
Salt Lake City, UT 84114-0872  
Phone (801) 366-0358

Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL WILLIAM H. SORRELL  
ATTORNEY GENERAL OF VERMONT

By: 

David Borsykowsky  
Assistant Attorney General  
Office of the Attorney General  
109 State Street  
Montpelier VT 05609-1001  
802-828-1057

1-9-2001

SETTLEMENT AGREEMENT BETWEEN PLAINTIFF STATES AND SST CORPORATION.

MARK L. EARLEY  
Attorney General

BY:

A handwritten signature in black ink, appearing to read 'A. Cushmac', is written over a horizontal line.

ANNE MARIE CUSHMAC  
Assistant Attorney General  
Antitrust and Consumer Litigation Section  
Office of the Attorney General  
900 East Main Street  
Richmond, Virginia 23219  
(804) 786-2116  
(804) 786-0122 (fax)

Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL CHRISTINE O. GREGOIRE  
ATTORNEY GENERAL OF WASHINGTON

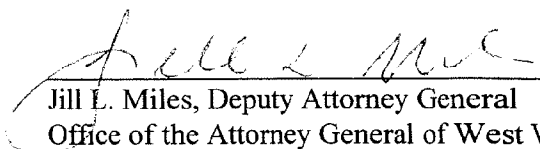
By: Marta Lowy

Tina E. Kondo  
Senior Assistant Attorney General  
Chief, Antitrust Division  
Marta Lowy  
Assistant Attorney General  
900 Fourth Avenue, Suite 2000  
Seattle, WA 98164  
(206) 464-6433

Settlement Agreement between Plaintiff States and SST Corporation

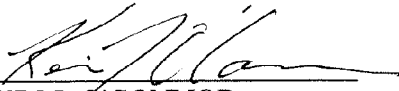
ATTORNEY GENERAL DARRELL V. McGRAW, JR.  
ATTORNEY GENERAL OF WEST VIRGINIA

By:

  
Jill L. Miles, Deputy Attorney General  
Office of the Attorney General of West Virginia  
Consumer Protection/Antitrust Division  
Post Office Box 1789  
Charleston, West Virginia 25326-1789  
(304) 558-8986

Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL JAMES E. DOYLE  
ATTORNEY GENERAL OF WISCONSIN

By:   
KEVIN J. O'CONNOR  
Assistant Attorney General  
P.O. Box 7857  
123 West Washington Avenue,  
Madison, WI 53707  
(608) 266-8986

Settlement Agreement between Plaintiff States and SST Corporation.

ATTORNEY GENERAL GAY WOODHOUSE  
ATTORNEY GENERAL OF WYOMING

By: 

Christopher Petrie  
Assistant Attorney General  
Wyoming Attorney General's Office  
Consumer protection Unit  
123 Capitol Building  
Cheyenne, WY 82002  
(307) 777-5838





**ATTACHMENT 1**

**FINAL ESCROW AGREEMENT**

THIS FINAL ESCROW AGREEMENT, dated as of January \_\_, 2001 ("Final Escrow"), is entered into by the State of Ohio as liaison counsel, through its Attorney General, on behalf of the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming (herein referred to as "Plaintiff States"), Mylan Pharmaceuticals, Inc. ("Mylan"), SST Corporation ("SST") and Fifth Third Bank, as Escrow Agent hereunder ("Escrow Agent").

**WHEREAS:**

The Plaintiff States, the Federal Trade Commission, and defendants Mylan Laboratories Inc., Mylan Laboratories of America, Inc., Profarmaco S.r.l., and Cambrex Corp. have entered into a settlement agreement (the "Settlement") pursuant to which litigation by the Plaintiff States and the Federal Trade Commission against these defendants will be resolved, upon Court approval, and under which Mylan has paid pursuant to an interim escrow agreement ("Interim Escrow", attached hereto as exhibit A), c/o the Escrow Agent, \$28,217,983 into the Mylan Antitrust Action State Claims Account 28 28 002 6013106 (the "State Fund") and \$71,782,017 into the Mylan Antitrust Action Consumer Claims Account 2828 002 6013098 (the "Consumer Fund"), and Mylan has agreed to pay up to an additional \$8,000,000 to the Cost and Fee Account for fees and costs of litigation incurred by the Litigating Plaintiff States;

A settlement agreement (the "SST Settlement") has also been entered into between the Plaintiff States and defendant SST that provides that SST shall pay, c/o the Escrow Agent, at least \$500,000 as follows: \$108,750 into the SST Agency Account, \$266,250 into the SST Consumer Fund, and at least \$125,000, plus certain additional funds that may accrue to the Plaintiff States as a result of SST's settlement with the Plaintiff States and proposed settlements with private plaintiffs, into the SST Cost and Fee Account;

Plaintiff States have appointed the Attorney General of the State of Ohio as Liaison Counsel (as defined below) to represent them in connection with the litigation and the settlement thereof, and;

Counsel for the Plaintiff States, by and through the Plaintiff States' Liaison Counsel, agree to appoint Fifth Third Bank as the Escrow Agent, and Fifth Third Bank is willing to act as Escrow Agent hereunder in accordance with the terms and conditions of this Final Escrow. In order to administer the Escrow Funds (as defined below), the parties hereto have entered into this Final Escrow.

**STATEMENT OF AGREEMENT**

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree to the foregoing and as follows:

1. Definitions:

a. All capitalized terms used herein shall have the same meaning as provided for in the Settlement or SST Settlement, whichever is applicable, unless the capitalized term is expressly defined herein.

b. "Written Direction" shall mean a written notification, signed by the Plaintiff States' Representatives, in the form attached hereto as Exhibit B. Each Written Direction shall include a certification by the Plaintiff States' Representatives that the instructions in the notification are being made pursuant to the terms of the Settlements and this Final Escrow.

c. "Escrow Funds" shall mean (i) the funds deposited by Mylan with the Escrow Agent pursuant to the Interim Escrow including interest earned thereon (defined in the Interim Escrow therein as "Escrow Amounts"), (ii) funds deposited pursuant to this Final Escrow to the Cost and Fee Account, the SST Agency Account, the SST Consumer Fund, and the SST Cost and Fee Account, and (iii) any and all earnings and/or interest from investment of the Escrow Funds.

d. "Liaison Counsel for the Plaintiff States" or "Liaison Counsel" means the State of Ohio, through Betty D. Montgomery, Attorney General, or any other person or persons designated by her or any official successor.

e. "Plaintiff States' Representatives" shall mean Betty D. Montgomery, Attorney General of the State of Ohio, and J. Joseph Curran, Jr., Attorney General of the State of Maryland, or any other person or persons designated by them or any official successors.

f. "Settlements" shall mean the Settlement and the SST Settlement.

2. Appointment of and Acceptance by Escrow Agent. The Plaintiff States' Representatives hereby appoint Fifth Third Bank to serve as the Escrow Agent hereunder. Escrow Agent hereby accepts such appointment and agrees to hold, invest and disburse all Escrow Funds in accordance with this Final Escrow.

3. Distribution Accounts.

a. In addition to the State Fund and the Consumer Fund already established under the Interim Escrow, Escrow Agent shall separately establish the SST State Fund and the SST Consumer Fund (collectively, the "Accounts").

b. Escrow Agent shall establish two (2) segregated subaccounts within the State Fund: the Agency Account and the Cost and Fee Account. Mylan shall fund the Cost and Fee Account by wire transfer pursuant to the Final Order within five (5) business days following entry of the Final Order. Escrow Agent shall segregate the payment already made by Mylan to the State Fund pursuant to the Interim Escrow, including interest thereon, into the Agency Account. Escrow Agent shall continue to maintain the Consumer Fund separately. Escrow Agent shall also account separately for the interest earned upon the Cost and Fee Account, Agency Account, and the Consumer Fund.

c. SST shall fund by wire transfer the SST Consumer Fund within twenty (20) days after preliminary approval of the SST Settlement. Escrow Agent shall establish two (2) segregated subaccounts within the SST State Fund: the SST Agency Account and the SST Cost and Fee Account. SST shall fund by wire transfer the SST Agency Account within twenty (20) days after preliminary approval of the SST Settlement. SST shall wire transfer \$125,000 to the SST Cost and Fee Account within twenty (20) days after preliminary approval of the SST Settlement. Any additional funds accruing to the Plaintiff States

pursuant to SST's settlement with the Plaintiff States and proposed settlements with private plaintiffs shall be transferred to the SST Cost and Fee Account within twenty (20) days of such funds accruing to the Plaintiff States. Escrow Agent shall account separately for the interest earned upon the SST Cost and Fee Account, the SST Agency Account, and the SST Consumer Fund.

4. Disbursement of Escrow Funds.

a. The Escrow Agent shall disburse Escrow Funds solely as provided for herein or by order of the Court. At the Effective Date, as defined in the Mylan Settlement Agreement, which is incorporated herein as Exhibit D, the Plaintiff States and Mylan shall jointly instruct the Escrow Agent, in writing, that it may disburse funds from the Consumer Fund and State Fund pursuant to this Paragraph 4c, d and e. At the Effective Date, as defined in the SST Settlement Agreement, which is incorporated herein as Exhibit E, the Plaintiff States and SST shall jointly instruct the Escrow Agent, in writing, that it may disburse funds from the SST Consumer Fund and SST State Fund pursuant to this Paragraph 4c, d and e.

b. Escrow Agent shall pay from the Consumer Fund the costs and expenses associated with administering the Settlements, including, without limitation, costs and expenses for providing proper notice of the Settlements, expert or consulting fees, the processing and payment of claims, and the fees and expenses of the Escrow Agent; except those expenses incurred in writing checks and distribution of the Agency Account shall be paid from the Agency Account. Taxes and Tax Expenses shall be paid as provided for in Paragraph 8 below.

c. Escrow Agent shall distribute Escrow Funds for compensation to natural persons only from the Consumer Fund and the SST Consumer Fund. Escrow Agent shall distribute the Consumer Fund for compensation to natural persons upon Written Direction from Plaintiff States' Representatives. Escrow Agent shall distribute the SST Consumer Fund to natural persons upon Written Direction from Plaintiff States' Representatives. If requested by Plaintiff States' Representatives, and if approved by the Court, Escrow Agent shall distribute any residue and/or interest remaining in the Consumer Fund and/or the SST Consumer Fund to the Litigating Plaintiff States for *pres* distribution by their respective Attorneys General.

d. Escrow Agent shall distribute Escrow Funds for compensation to state agencies only from the Agency Account and the SST Agency Account. Escrow Agent shall distribute the Agency Account for compensation to state agencies upon Written Direction from Plaintiff States' Representatives. Escrow Agent shall distribute the SST Agency Account for compensation to state agencies upon Written Direction from Plaintiff States' Representatives.

e. Escrow Agent shall distribute Escrow Funds for reimbursement of attorney fees and costs incurred by Litigating Plaintiff States, and/or contribution to the NAAG Milk Fund, solely from the Cost and Fee Account and the SST Cost and Fee Account. Escrow Agent shall distribute the Cost and Fee Account for such reimbursement and/or contribution upon Written Direction from Plaintiff States' Representatives. Escrow Agent shall distribute the SST Cost and Fee Account for such reimbursement and/or contribution upon Written Direction from Plaintiff States' Representatives.

5. Cooperation with Other Parties. Escrow Agent shall, at the direction of the Plaintiff States' Representatives, cooperate with and provide all account and other necessary information to any company or person employed by the Plaintiff States to administer a consumer claims procedure, including any cooperation necessary for the issuance of consumer refund checks by such claims administrator.

6. Termination of Settlement Agreement. If the Settlement is not approved or is terminated, cancelled, voided or the Effective Date does not occur for any reason ("Terminating Event"), all Escrow Funds paid by Mylan (and interest thereon) shall be refunded to Mylan, reduced by the actual out-of-pocket costs and expenses incurred or committed in the administration of the Settlements to the date of the Terminating Event. In such case, refund shall occur within thirty (30) days of notification of the Terminating Event, in writing, from Mylan and the Plaintiff States' Representatives to the Escrow Agent. If the SST Settlement is not approved or is terminated, cancelled, voided or the Effective Date of the SST Settlement does not occur for any reason ("SST Terminating Event"), all Escrow Funds paid by SST (and interest thereon) shall be refunded to SST. In such case, refund shall occur within thirty (30) days of notification of the SST Terminating Event, in writing, from SST and the Plaintiff States' Representatives to the Escrow Agent. The refund to Mylan and/or SST shall be reduced by the pro-rata share of any Taxes and Tax Expenses (as those terms are defined below) paid or owed by the effected Account(s) through, as applicable, the date of the Terminating Event and/or the SST Terminating Event.

7. Investment of Escrow Funds. Escrow Agent shall, in accordance with Written Directions, invest the Escrow Funds in obligations of, or obligations guaranteed by, the United States of America or any of its departments or agencies, or in pre-refunded or escrowed municipal bonds which are federally insured, to obtain the highest available return on investment, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then current market rates. Escrow Agent shall bear all risks related to the investment of Escrow Funds. The Escrow Funds shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such Escrow Funds are fully distributed or upon further order(s) of the Court.

8. Preparation and Payment of Taxes. Escrow Agent shall establish and treat the Accounts as each being at all times a separate "qualified settlement fund" within the meaning of Treas. Reg. §1.468B-1, and ensure that each Account is treated as a separate taxpayer. In addition, Escrow Agent and, as required, the parties hereto shall jointly and timely make such elections as necessary or advisable to carry out the provisions of the Settlements, including the "relation-back election" (as defined in Treas. Reg. §1.468B-1), back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulation. It shall be the responsibility of Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing(s) to occur. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" shall be the Escrow Agent. Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to each Account (including without limitation the returns described in Treas. Reg. §1.468B-2 K and L). Such returns shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by each Account shall be paid by the effected Account. All (i) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by an Account, including any taxes or tax detriments that may be imposed upon Mylan and/or SST with respect to any income earned by that Account for any period during which that Account does not qualify as a "qualified settlement fund" for federal or state income tax purposes ("Taxes"), and (ii) expenses and costs incurred in connection with the operation and implementation of this paragraph (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described herein) ("Tax Expenses"), shall be paid out of effected Account. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlements and shall be timely paid by Escrow Agent out of the effected Account without prior order from the Court, and Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Plaintiff States any monies necessary to pay such amounts including the establishment for adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas.



Reg. §1.468B-2(1), (2)); Mylan and SST are not responsible and shall have no liability therefor or for any reporting requirements that may relate thereto. The parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph. Escrow Agent shall be responsible for and liable for any negligence in preparation and filing of Taxes and Tax Expenses (including, without limitation, taxes payable by reason of such negligence).

9. Resignation and Removal of Escrow Agent. Escrow Agent may resign from the performance of its duties hereunder at any time by giving sixty (60) days prior written notice to the Plaintiff States' Representatives or may be removed, with or without cause, by the Plaintiff States' Representatives, by furnishing thirty (30) days prior written notice to Escrow Agent. Such resignation or removal shall take effect upon the appointment of a successor Escrow Agent as provided herein. Upon any such notice of resignation or removal, the Plaintiff States' Representatives shall appoint a successor Escrow Agent hereunder, subject to the approval of Mylan and SST. Upon the acceptance in writing of any appointment as Escrow Agent hereunder by a successor Escrow Agent, such successor Escrow Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Escrow Agent, and the retiring Escrow Agent shall be discharged from its duties and obligations under this Final Escrow, but shall not be discharged from any liability for actions taken as Escrow Agent hereunder prior to such succession. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction by and payment to the retiring Escrow Agent (after written notice to Plaintiff States' Representatives) of all fees and expenses incurred by or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

10. Liability of Escrow Agent. The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Final Escrow and the Settlements, and no implied duties or obligations shall be inferred or otherwise imposed upon or against the Escrow Agent, and the Escrow Agent shall not be liable except for the performance of such duties and obligations as are specifically set out in this Final Escrow and the Settlements.

11. Fees and Expenses of Escrow Agent.

a. The Escrow Agent shall be compensated for its services hereunder in accordance with Exhibit C attached hereto, pursuant to the bid accepted by Liaison Counsel.

b. Escrow Agent is authorized to, and may disburse, to itself the amount of any compensation due and payable hereunder in accordance with Paragraph 4(b) above and this Paragraph. Such compensation may be directly disbursed by the Escrow Agent to itself on a monthly basis, thirty (30) days after giving written notice, consisting of an itemization of compensation earned, and copies of invoices, to the Plaintiff States' Representatives and Mylan.

12. Reports and Accounting. Escrow Agent will provide monthly reports to Plaintiff States' Representatives, and, if requested, to Mylan and SST, in a form that is acceptable to the Plaintiff States' Representatives, reflecting income and disbursement activity of the Escrow Funds for the period and year to date. The Escrow Agent shall further issue a final report and accounting which will summarize the income, expenses, and disbursements associated with the administration of the Escrow Funds and such other reports as the Plaintiff States' Representatives may reasonably require from time to time. Escrow Agent shall provide copies of the final report and accounting to Mylan and SST. Reports and the status of all accounts shall be accessible to the Plaintiff States' Representatives on-line. The Escrow Agent will provide the name of the

officer who will have principal responsibility of the management of the Escrow Funds and the Escrow Agent's relationship with the Office of the Ohio Attorney General.

13. Consent to Jurisdiction and Venue. In the event that any party hereto commences a lawsuit or other proceeding relating to or arising from this Escrow Agreement, the parties hereto agree that the District Court for the District of Columbia shall have the sole and exclusive jurisdiction over any such proceedings. Such Court shall have proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue. The parties hereto consent to and agree to submit to the jurisdiction of such court and agree to accept service of process to vest personal jurisdiction over them in such Court.

14. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been validly served, given or delivered five (5) days after deposit in the United States mails, by certified mail with return receipt requested and postage prepaid, when delivered personally, one (1) day after delivery to any overnight courier, or when transmitted by facsimile transmission facilities, and addressed to the party to be notified as follows:

If to Plaintiff States at:	Doreen C. Johnson Chief, Antitrust Section Mitchell L. Gentile Principal Attorney Office of the Ohio Attorney General 140 East Town Street, 12 <sup>th</sup> Floor Columbus, Ohio 43215  Meredyth Andrus Assistant Attorney General Office of the Attorney General of Maryland Antitrust Division 200 St. Paul Place, 19 <sup>th</sup> Floor Baltimore, Maryland 21202-2021
If to Mylan at:	James B. Weidner Clifford Chance Rogers & Wells LLP 200 Park Avenue New York, New York 10166-0153
If to SST at:	Sidney S. Rosdeitcher Paul, Weiss, Rifkind, Wharton & Garrison 1285 Avenue of the Americas New York, New York 10019-6064
If to Escrow Agent at:	Fifth Third Bank Frank Wojcik Vice President 21 East State Street Columbus, Ohio 43215

or to such other address as each party may designate for itself by like notice.

15. Rights to Account. Neither the Plaintiff States, their agencies or departments, nor any member of any *parens* or consumer class, shall have any rights or title to or interest in any portion of any Escrow Funds or Accounts except as provided by order of the Court.

16. Amendment or Waiver. This Final Escrow may be changed, waived, discharged or terminated only by a writing signed by Liaison Counsel for the Plaintiff States, Mylan, SST, and the Escrow Agent. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion. Escrow Agent agrees to enter into an amendment of this Final Escrow with respect to the treatment, designation, and/or use of the Escrow Funds, including, without limitation, the tax treatment of the Escrow Funds, should such amendment be deemed warranted by Plaintiff States' Representatives, Mylan and SST.

17. Governing Law. This Final Escrow shall be construed and interpreted in accordance with the laws of the State of Ohio without giving effect to the conflict of laws principles thereof.

18. Entire Agreement. This Final Escrow and the Settlements constitute the entire agreement between the parties relating to the holding, investment and disbursement of the Escrow Funds and set forth in their entirety the obligations and duties of Escrow Agent with respect to the Escrow Funds.

19. Binding Effect. All of the terms of this Final Escrow, as may be amended from time to time, shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective heirs, successors and assigns.

20. Execution in Counterparts. This Final Escrow may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement.

21. Dealings. Nothing herein shall preclude the Escrow Agent from acting in any other capacity for any party, person or entity referenced herein.

IN WITNESS WHEREOF, the parties hereto have caused this Final Escrow to be executed under seal as of the date first above written.

**PLAINTIFF STATES**

By: \_\_\_\_\_

Title: Director of Administration for Liaison Counsel

**MYLAN PHARMACEUTICALS, INC.**

By: \_\_\_\_\_

Counsel for Mylan Pharmaceuticals, Inc.

**SST CORPORATION**



By: \_\_\_\_\_

Counsel for SST Corporation

**FIFTH THIRD BANK**

By: \_\_\_\_\_

Title: Vice President \_\_\_\_\_

**EXHIBIT B**

**JOINT WRITTEN DIRECTION  
EXAMPLE**

**STATE OF CONNETICUT ET AL V MYLAN PHARMACEUTICALS ET AL  
ESCROW # \_\_\_\_\_**

In accord with the Final Escrow Agreement, dated \_\_\_\_\_, 2001 and the Settlement Agreements referenced in the Escrow Agreement, the Plaintiff States' Representatives direct \_\_\_\_\_ as the Escrow Agent to take the following action with respect to the Escrow Funds. The Escrow Agent shall:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED: \_\_\_\_\_, 2001

**PLAINTIFF STATES**

By: \_\_\_\_\_

By: \_\_\_\_\_

Plaintiffs' States' Representatives

**Exhibit C**

**Schedule of Fees and Expenses**

<b>Out of Pocket Expenses:</b>	<u>\$0</u>	(Absorbed in the Administrative Fee)
<b>Annual Administration Fee:</b>	<u>\$20,000</u>	
<b>Investment Fee:</b>		
For Interest-Bearing or Money		
Market Account:	<u>3 basis points</u>	(.0003) times average annual Assets.
For purchases of Treasury Securities:	<u>\$0</u>	
<b>Other:</b>	<u>\$0</u>	

Fifth Third Bank  
21 East State Street  
Columbus, Ohio 43215  
Attention: Frank Wojcik  
(614) 233-4413

Schedule of Fees and Expenses Exhibit C



